

## The CAC Industry Partners Program

This CAC Industry Partners Program Agreement (“Agreement”) entered into and effective as of the 1<sup>st</sup> of January, 2017 (“Effective Date”), is made by and between **The Regents of the University of California**, a California Corporation, acting through its Industry Alliances Office at the University of California, Berkeley, 2150 Shattuck Avenue, Suite 950, Berkeley, CA 94720-1610, (hereinafter called “Berkeley”), parent organization for the Center for Augmented Cognition (hereinafter called “CAC”), and **Futurewei Technologies, Inc.**, having an address at 5340 Legacy Drive, Suite 175, Plano, TX 75024 (hereinafter called “Company”). Berkeley and Company may be individually referred to herein as a “Party” or collectively as the “Parties.”

1. **Background.** The Center for Augmented Cognition supports Berkeley faculty and students in their research about new computing paradigms and methodologies of human-computer interaction and collaboration through augmented and virtual reality technologies. The CAC Industry Partner program seeks to connect the world-class research teams in this emerging area at Berkeley with the leaders in industry engaged in research, development, and commercialization of the applications in Augmented Cognition.

2. **Membership Benefits.** The CAC Industry Partners Program provides membership at three distinct levels:

- A. **Premium Members** who play an important role in helping to set directions for research and translation to the marketplace and are fully *immersed* in the CAC and campus ecosystem;
- B. **Core Members** who are *engaged* in major CAC programs and participate in technical exchange of technology and practices; as well as
- C. **Affiliate Members** who are *connected* to CAC developments, special events, and campus outreach.

**A. Providing Leadership: Premium Membership**

*Membership level: \$250,000 per year*

CAC welcomes a small number of companies as premium partners in the exploration of opportunities and challenges in Augmented Cognition. Premium members enjoy all the benefits of other tiers, with additional avenues for deep involvement in programmatic priorities and providing leadership. Premium members are industry leaders with strong business models interested in building relationships with university researchers – and each other – to take advantage of emerging Augmented Cognition technologies to innovate and continuously enhance their products and services.

- The CAC faculty set directions for CAC research programs with a special focus on programs relevant to respective premium members. In addition, CAC holds an **annual retreat** to showcase high-impact research projects and provide a focused forum for in-depth discussion of common challenges

and opportunities with external partners.

- Premium members gain visibility into the pool of Augmented Cognition Fellows and their projects and support **one Named CAC Fellow** per year on a full time basis. This can either be a full-time university researcher at the postdoctoral level or graduate student working on areas of interest to the premium member.
- **A small team of researchers at the member company** interested in immersing themselves in the CAC program will be provided **dedicated space** in CAC on a full-time or part-time basis.
- Premium members may receive access to CAC software by an open source license. .
- **Priority access to CAC events**, workshops etc.
- Access to **CAC mailing list and outreach** across the campus for recruitment of students, company announcements etc.

#### **B. Strategic Engagement: Core Membership**

*Membership level: \$100,000 per year*

A core membership allows partners to share perspectives and engage in projects in CAC by supporting part-time a CAC Fellow.

##### **Benefits:**

- Core members participate in the CAC **annual retreat** that showcases high-impact research projects and provides a focused forum for in-depth discussion of common challenges and opportunities with external partners.
- Core members support **one Named CAC Fellow** per year on a part-time basis. This can either be a university researcher at the postdoctoral level or graduate student working on areas of interest to the member company.
- **A researcher or technical leader of the member company** interested in engaging directly in the CAC program will be provided **shared space** to enable day-to-day interactions with projects and participants and the usage of shared equipment.
- Core members may receive access to CAC software through an open source license.
- **Priority access to CAC special events**, workshops etc.
- Access to **CAC mailing list and outreach** across the campus for recruitment of students, company announcements etc.

#### **C. Maintaining Connections: Affiliate Membership**

*Membership level: \$20,000 per year*

##### **Benefits:**

- Contribution from a CAC affiliate member advances the overall goals of the Institute by providing discretionary funds that can be targeted to high priority student activities or by targeting **specific student-oriented programs**.

- A researcher or technical leader of the member company interested in engaging directly in the CAC program will be provided **shared space** to enable day-to-day interactions with projects and participants and the usage of shared equipment.
- **Priority access to CAC special events**, workshops etc.
- Access to **CAC mailing list and outreach** across the campus for recruitment of students, company announcements etc.

**3. Membership Level.** Company elects to become a member of CAC at the following annual membership level ("Membership Fees"):

Affiliate (\$20,000) ☒      Core (\$100,000) ☐      Premium (\$250,000) ☐

Berkeley will submit invoice 60 days prior to anniversary date to the following address:

Company: Futurewei Technologies, Inc.  
 Attn: James Begole  
 Title: VP, Global Head of Media Technologies Lab  
 Address: 2330 Central Expressway, Santa Clara, CA 95050  
 Email: bo.begole@huawei.com

Company will pay Berkeley within 60 days of receipt of properly prepared invoice.

**4. Membership Fee Payment.** Membership Fees shall be paid by check or by wire transfer, at Company's election, within sixty (60) days of final signature of this Agreement and on each anniversary thereafter. Each payment shall bear a reference to "CAC Membership Fees." Payment by wire and/or check may be made as follows:

By mail:  
 Contracts and Grants Accounting  
 ATTN: Director  
 2195 Hearst Avenue, Room 130  
 Mail Code 1103  
 University of California  
 Berkeley, California 94720-1103

By wire transfer:

Bank of America  
 Concord, California USA  
 Routing No. 026009593  
 Account No. 0175380001

**5. Membership Term and Termination.** The period of performance of this Agreement shall commence on the Effective Date and extend for three (3) years. Either party may

terminate at any time for any reason, providing a sixty (60) day advance notice, provided that the Membership Fee Payment shall be made for the current year.

**6. Confidential Information.** CAC may, from time to time, engage in projects that involve use of proprietary or sensitive information or products from an industrial partner. Before such information or products are provided to CAC, Company and Berkeley will negotiate the required non-disclosure agreements. Absent such separate agreements, all information received by Berkeley from all partners is assumed to be non-confidential.

Company agrees that Berkeley may post Company's name and affiliation with CAC on CAC websites and communications and other university communications regarding CAC and industry collaboration.

**7. Notices.** Legal notices may be sent as follows and will be deemed effectively given when received:


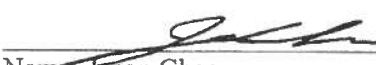
**The Regents of the University of California**  
Industry Alliances Office  
2150 Shattuck Avenue, 10<sup>th</sup> Floor  
University of California at Berkeley  
Berkeley, CA 94704-6701  
Attention: Eric Giegerich

**Company**

Company: Futurewei Technologies, Inc.  
Attn: Maureen Sandoval  
Title: Senior Counsel  
Address: 2330 Central Expressway, Santa Clara, CA 95050  
Email: maureen.sandoval@huawei.com

**8. Legal.** Both Berkeley and Company will comply with all applicable local, state, and federal laws, including, but not limited to, U.S. export administration regulations. California law and jurisdiction shall apply. Berkeley provides NO WARRANTY for any technology exchanged hereunder. **No export controlled technology shall be exchanged hereunder.**

By signing below, the parties agree to the terms of this Participation Agreement.

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| The Regents of the University of California                                       | Futurewei Technologies, Inc.   |
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| Eric Giegerich<br>Director, Industry Alliances Office                             | Name: Jason Chao<br>Title: President   |
| Date: <u>12/16/2016</u>   | Date: <u>Dec 8, 2016</u>   |